

New York, NY 10007
Fax: 212.964-1244

15. Immediately upon the execution and delivery of this Amendment to Lease, Lessee shall withdraw its pending application to the United States Trademark Office for the registration of the federal service mark "Empire Diner," and covenants not to re-file or otherwise pursue such application.

16. Lessor and Lessee acknowledge that, during the year preceding this Amendment to Lease, Lessee performed certain repairs to the Demised Premises and that Lessee has agreed to perform additional repairs to the floor of the diner portion behind the counter area of the Demised Premises and, if and to the extent necessary, to the underpinnings of the said floor. Lessee shall complete all such repairs not later than August 30, 2003 and shall deliver to Lessor, within twenty days following completion, a certificate of and executed by a professional engineer licensed by the State of New York substantially in the form annexed as Exhibit A. Upon such delivery, the condition of the Demised Premises, as certified by the engineer, shall be deemed stipulated as satisfactory and, subject to the provisions of Section 6 of the Lease, shall constitute the benchmark condition of the Demised Premises by which it shall be maintained throughout the remainder of the Term.

17. Except as otherwise set forth herein, the Lease, as modified by this Amendment to Lease, is ratified and confirmed.

IN WITNESS WHEREOF, the parties, intending to be bound, have hereunto executed this Agreement as of the date first above written.

LESSOR:

Arthur Levinson
ARTHUR LEVINSON, As Agent

LESSEE:

NOTHING HEAVY, INC.

By: Carl G. Laanes 4/14/2003
Carl Laanes, President

"EXHIBIT A"

[On Official Letterhead of NYS Licensed Engineer]

Arthur Levinson, Bertram
Levinson, Lois Maleman
c/o Arthur Levinson
4234 Collwood Lane
San Diego, CA 92115-2010

Re: 210-212 10th Avenue, New York, NY
(The Empire Diner)

CERTIFICATION TO OWNER

Dear Sirs and Madam:

The undersigned hereby represents and certifies to you as follows:

1. I am a duly licensed engineer in the State of New York.
2. Within 10 days prior to the date of this Certification, I personally conducted a comprehensive physical inspection of the Demised Premises and Improvements (as those terms are defined in the Lease dated December 1990).
3. Based upon said inspection, I hereby certify to you, with the expectation that you will rely thereon, that –
 - A. The Demised Premises are in full compliance with all Legal Requirements, as that term is defined at Section 38 of the aforesaid Lease;
 - B. The Demised Premises and Improvements are free of conditions which would constitute a violation of code;
 - C. The Demised Premises and Improvements are free of any dangerous conditions;
 - D. The Demised Premises and Improvements, including the interior, exterior, structural and non-structural elements thereof, are in good order and condition.

Very truly yours,

Dated: _____

_____, P.E.